

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, Brian K. Barton, as Lessor, and The Caffey Group, as Lessee, entered into that certain Oil and Gas Lease dated November 3, 2008, which is filed by Memorandum in Instrument No. D209039713, Official Public Records of Tarrant County, Texas (the "Lease"); and

WHEREAS, Titan Operating, LLC, (the "Lessee") is the current owner of the Lease.

WHEREAS, Brian K. Barton (the "Lessor") and Titan Operating, LLC (the "Lessee") desire to amend the Lease in the manner provided below.


NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor, and Lessee hereby amend the Lease, as follows:

Leased Premises: Lessor and Lessee agree to replace the legal description of the Oil and Gas Lease with the following legal description:

0.181 acres of land, more or less, being Lot 11, Block 48, Meadow Park Estates, Section 17, and being that same tract of land described in that certain General Warranty Deed, dated October 20, 2008, from Kirsten Barton to Brian K. Barton, as recorded in Instrument No. D208432181, Official Public Records, Tarrant County, Texas.

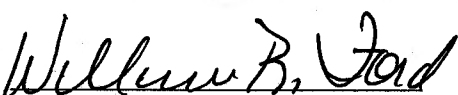
For the same consideration recited above, Lessor does hereby consent to, ratify, adopt and confirm all of the terms and provisions of the Lease, as amended herein, and does hereby grant, lease, demise and let to Lessee, its successors and assigns, the lands covered by the Lease, as amended herein, upon and subject to all of the terms and provisions set out in the Lease, as amended. The undersigned hereby further declares that the Lease, as amended, in all its terms and provisions, is and remains a valid and subsisting Oil & Gas Lease and declares that the Lease is binding upon the Lessor and Lessor's successors and assigns. Except as set forth above, the remaining terms and provisions of the Lease shall remain in full force and effect.

EXECUTED this 30 day of SEP, 2010.



Brian K. Barton

TITAN OPERATING, LLC



William B. Ford
Vice President of Land

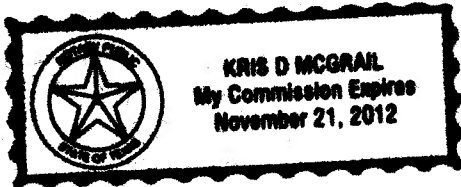
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 30th day of September, 2010, by Brian K. Barton.



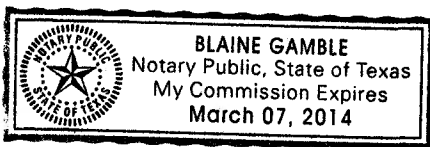
K D McGrail
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on the 21st day of OCTOBER, 2010, by William B. Ford, acting as Vice President of Land for Titan Operating, LLC, a Texas limited liability company, on behalf of the limited liability company.

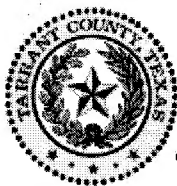


Blaine Gamble
Notary Public, State of Texas

After Recording Return To:
Norwood Land Services, LLC
6421 Camp Bowie Blvd., Ste 312
Fort Worth, TX 76116

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NORWOOD LAND SERVICES LLC
6421 CAMP BOWIE BLVD STE 312
FT WORTH, TX 76116

Submitter: NORWOOD LAND SERVICES
LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/8/2010 7:48 AM

Instrument #: D210276219

LSE

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PGS

\$20.00

By: *Suzanne Henderson*

D210276219

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL